

## Mercantile – Privacy Policy

**\*\*\*The policy below applies equally to every sex and gender\*\*\***

**Under 18? The policy below may be slightly complicated. We recommend that you consult with a responsible adult before using the website and the app**

Mercantile Discount Bank continues to improve and streamline the services it offers its customers. The Bank's privacy policy is updated from time to time in order to adapt it to the products and services offered by the Bank and to the laws applicable thereto.

The privacy policy below (the "**Updated Policy**") contains several changes compared to the Bank's previous privacy policy, *inter alia*, changes in aspects related to the method in which the Bank collects information, including with respect to collection of information through automatic tools (such as cookies) and use of external analysis tools, the manner in which the Bank uses information, and the circumstances in which the information may be shared with third parties.

**Below is the full version of the Updated Policy:**

### **1. General**

- 1.1. Mercantile Discount Bank (the "**Bank**") respects your privacy and the privacy of all of its customers and the users of its services (the "**User**" and/or "**Users**"), including the Users of the Bank's websites, the Bank's various apps and applets, and the persons using the services provided via the Bank's various telephone and digital channels (the "**Services**").
- 1.2. The purpose of this privacy policy is to specify the information that is collected about you due to use of the Services, and to review the manner in which the Bank uses the information provided thereto and collected thereby incidentally to use of the Services. Please note that for specific Services and/or apps, different rules may apply, and a specific policy may be posted therefor with respect to use of the information collected on such app.
- 1.3. The terms and conditions of the privacy policy specified below constitute an integral part of the [terms of use](#). The Bank may, from time to time, modify the privacy policy or the terms of use, jointly or separately, to reflect technological, business, legal or regulatory changes. Updates regarding the privacy policy as aforesaid will be posted in this document, which will be found, in its updated format, on the Bank's websites and the app (the "**Bank's Websites**"). **Use of the Bank's Websites is subject to the current privacy policy thereon, and shall attest to your consent to the privacy policy as well as to changes thereto – therefore we recommend perusing the privacy policy from time to time.**
- 1.4. All of the definitions and terms in the privacy policy will be within the meaning thereof in the terms of use, unless the context otherwise requires.

## 2. Collection of information

- 2.1. Some of the provided Services require an agreement, signing up and/or provision of personal information and additional information collected about you, either upon entry into the agreement or signing up, or during the engagement period, such as your name, address, account details, contact details and e-mail address and any and all other information you provide to the Bank. **It is clarified that there is no legal obligation to provide these details, and provision thereof is dependent only on your free will and consent, in order to open an account at Mercantile Bank and receive Services that the Bank offers.** For purposes of opening an account, provision of some of the details is obligatory, such as the details that are required pursuant to the Prohibition on Money Laundering Order. Additional details are required in order to allow you to receive information and perform various actions. Thus, for example, in order to log in, you need to identify yourself, *inter alia* through your User code and password, or alternatively, if defined by you on your device, via your fingerprint, facial recognition or voice recognition (biometric) on the Telebank systems (“**Login**”).

Information about you may be collected by the Bank or anyone on its behalf in the context of examination of your application to engage with the Bank and/or prior to your joining certain Services, including for purposes of checks in the context of the Bank’s obligations in terms of anti-money laundering and combating the financing of terrorism (AML/CFT), including through tools of a third party, and as specified, *inter alia*, in the privacy policy available at:

<https://www.refinitiv.com/en/products/world-check-kyc-screening/privacy-statement>

- 2.2. In addition, information that is received from third parties with respect to your assets at the Bank may be collected, and *inter alia* attachment orders, orders of investigative authorities, the Bank of Israel, etc., and contact details and other information that will help the Bank to find you in the event of lost contact, from government ministries and information providers of the Bank.
- 2.3. Additional information about you may be collected in the context of use of the Services, for example: details of execution orders, including money transfers, purchase and sale of securities, etc., communication with human representatives and with chatbots and vis-à-vis various Bank systems, telephone and video calls (recordings), clips, surveys, images, questionnaires, documents that are digitally signed by you, location data and any and all other information relating to your use of the Services, including information provided by you in the context of an application to receive a financial information service and, per your request also use of non-bank services, including information received from such outside services in their interface with the Bank, and *inter alia* information about actions that were not completed in the context of the Services (such as filling out a form or stopping mid-process), information about the content of the service or completion of actions, information regarding clicking on banners, etc. (all of which, jointly, constitute part of the information provided). Information collected about you may also include details of actions and transactions with the

Bank including through affiliates and information on transactions you carried out through third parties.

- 2.4. It may be that information will also be collected by third parties and/or information will also have to be retained by suppliers which retain the information, process it or perform actions for the Bank or the customer. Furthermore, it may be that information will be collected by parties connected to the performance of actions, such as providers of financial services, for example credit companies, brokers for purposes of performance of actions in securities, and correspondent banks for purposes of performance of wire transfers, and by non-financial entities (like suppliers of IT services and apps based on cloud infrastructure).
- 2.5. All of the information that is provided and/or collected about you will be retained in the Bank's registered and secure databases, and held thereby and/or by persons on its behalf, including through 'cloud' services, in Israel and/or overseas. Use of the information will be in accordance with the purposes of these databases and the provisions of this policy and/or the specific policy of the service that you use. Insofar as the language of this policy is broader than the language of the relevant law, the Bank will use the information as specified in the relevant law.
- 2.6. When using the website, provide and/or update information that is correct, reliable and accurate, only in your name and for yourself, and not on behalf of and/or for third parties, except in cases where you have been authorized to do so, explicitly and in writing.

### **Cookies**

- 2.7. Please note that the Services may use various automatic data collection tools such as sdk's, tags, beacons, pixels etc. (collectively: "**Cookies**") for purposes of their current and proper operation, securing the data therein and the information provided, including collecting data about the use of the Services, making decisions about your account and/or your activity, verifying details and identification, preventing fraud and deceit, improving the surfing experience, while tailoring the content and the Services to your personal preferences, specification of the products that suit you, tailoring advertisements relevant to you, also when you surf other websites, all for statistical, research, marketing and commercial purposes, and of course for purposes of information security.
- 2.8. Cookies, generally, are text files which the browser or the app of the User generate according to a command from the Bank's computers. Some of the Cookies will expire when the relevant app or browser are closed, and others are stored on the memory of your device or computer or sent to the Bank, including suppliers of the Bank and of yours, for purposes of provision of the Services, as specified above. The Bank or third parties that place the Cookies may, from time to time, access the information collected in the Cookies and such information will be retained in their servers. Deletion of the Cookies from the browser or from the memory of your device or computer will not delete information that was already transferred to the Bank or to third parties through the Cookies.

- 2.9. The Cookies contain and collect varied information such as the pages you visited, the amount of time you spent on a website and/or app, where you came to the website and/or page from, your IP address (including the geographic location derived therefrom), the characteristics of your device or computer, and information that you wish to see upon entering the website, etc. In addition, the Cookies may store also information regarding your surfing habits on other websites, including the websites you surfed, the pages on the websites/app, and any other action thereon. The information in the Bank's Cookies is encrypted, and the Bank takes precautions to ensure that only the computers of the Bank or persons on its behalf are able to read and understand the information stored therein. However, it is clarified that in the case of Cookies generated or placed by third parties, the Bank has no control over the encrypting of the data stored therein or over the access to the information, or over the cross-referencing thereof with other information details, and such uses are subject to the privacy policy of such third parties. Therefore, if you do not want cookies placed by third parties to be placed on your device or computer, disable cookies in the browser installed on them.

Examples of use of third-party cookies, for example cookies of Google, such as those placed while using Google Analytics, which help us tailor the surfing experience or usage to you, and to gain statistical insights with respect to all of the uses of the Services. Further information regarding these cookies may be found on Google's website at:

<https://www.google.com/intl/en/policies/technologies/ads/>.

The Bank's use of Google Analytics is subject to the relevant privacy policy of Google, which is available in "How Google uses data when you use our partners' sites or apps", at <https://policies.google.com/technologies/partner-sites>.

- 2.9.1 In addition, we use various analytics tools of Google, Facebook etc. as an internal tool to measure the characteristics of use of the app and website, to measure the effectiveness of advertising campaigns, and to choose target audiences for campaigns. Further information on these tools may be found, *inter alia*, in Facebook's cookies policy at: <https://www.facebook.com/policies/cookies/>.
- 2.10. The Bank's marketing website (but not your personal area) may use various pixel-based ad enhancement tools that are embedded in the various pages. Pixel is a tool of such third parties and is subject to their privacy policy as well. The Bank has no control over such third parties' policy statements or the manner in which they implement them, including in cases of requests to disable cookies.
- 2.11. In cases of a cookie stored locally on your device, if you do not wish to allow storage of these cookies, you may avoid it by changing your browser settings. For such purpose, go to your browser's help section. However, it is important to keep in mind that disabling the Cookies may cause you to not be able to use some of the Services and the features on the website, and that deletion of existing cookies does not affect information already stored in the Cookies by the Bank and third parties.

### 3. Access and use of information

3.1. For the performance of certain actions, you may be requested to authorize access to certain services in your device, whether from the computer, the mobile telephone or any other end device. These authorizations include, but are not limited to:

- **Access to camera** – to open an account, photograph checks for deposit via the app or transfer of other documents via the app to the Bank.
- **Access to location services** – for the Bank to be able to inform you about the branches and the ATMs close to you or to inform you of offers that are relevant to your location.
- **Access to the contact list** – to allow the performance of money transfers and the giving of approvals for withdrawal of cash to your contacts.
- **Access to the photo gallery** – to save action confirmation screenshots and photos of cheques on your device.
- **Access to push notification services** – to receive push notifications on a variety of actions in the account and on various Services in which you may have an interest.
- **Access to device identity/identification data** – to create a unique identifier for signing up for various Services, identification and verification – for **maximum protection of the User's privacy**.
- **Access to your calendar** – to create reminders.
- **Access to microphone** – to record a beneficiaries' declaration in the account opening process.
- **Access to call log** – for purposes of a caller ID service – identification of the Bank's number for incoming calls from the Bank and presentation of a notification of a missed call from the Bank.

You are not obligated to approve these services, and in addition you may deny access thereto via your device, but denying such access will lead to your being unable to receive all of the Services.

3.2. The Bank may make use of information for the making of decisions with regards to you or others, including in relation to a request to engage with the Bank, generally or in the context of a specific service, *inter alia* on issues of prevention of fraud, discovery of fraud and/or other illegal activity, security of the Services, operating purposes, risk assessment and management, making business decisions, making contact with you, etc.

3.3. In addition, the information will be used in order to improve, enrich or modify the Services and the content offered in the framework thereof, in order to streamline and manage the relationship with you and in order to conduct surveys

regarding Services that are offered by the Bank, persons on its behalf and/or by third parties with which the Bank has an agreement.

- 3.4. The Bank may use, process, improve and enrich the said information including by use of advanced technological tools, building of models for prediction, optimization and use of advanced capabilities such as systems based on algorithms, AI, machine learning and language analysis, for purposes of management, improvement of work processes and streamlining, service improvement and customer experience, tailoring, advertising and marketing of Services and products of the Bank, affiliates thereof or its business partners, *inter alia* by creating a profile of you, that may be based on various sources, including by making marketing offers tailored to you, and use statistical data, which do not identify you personally, for the purposes listed above, such as research and drawing conclusions about the use of the Services and/or the Users thereof.
- 3.5. The Bank may send you messages and notifications by various methods, and *inter alia* via e-mail, SMS or push notifications, to your device, such as messages containing identification codes to access the website and/or the app, or password reset, or various messages including in relation to your actions, confirmation of execution of actions or execution orders and various uses of Services.
- 3.6. In the context of the Bank's Services, various advertisements and/or links may appear to external websites and/or apps. Clicking the link will be your choice and your responsibility only. It is clarified that clicking takes you out of the Bank's Services and directs you to an external website and/or app, and you will be subject to the terms and conditions thereof, including its privacy policy. From such stage, the Bank will have no control over what is done with your information, and therefore will bear no responsibility in relation thereto.

In addition, the Bank will be entitled to approach you, including by sending advertising mail, and offer you promotions, benefits and special offers, including tailored to you personally, in connection with its products and Services, via e-mail, SMS, telephone and other means, based on your details and the information about you stored therewith. You may request to have your details removed from the marketing mailing list by clicking the link "Remove from mailing list" which appears on every message, or by sending your I.D. number in an e-mail with "Removal request" in the subject line to the e-mail address: [Removeme@mdb.co.il](mailto:Removeme@mdb.co.il). Please do not send other personal details via e-mail.

#### **4. Delivery of information to a third party**

- 4.1. The Bank may transfer information about you to third parties, from time to time, and *inter alia* outside of the State of Israel, including to the U.S., in several cases, as shall be specified below, *inter alia*: for opening and maintaining an account, advertising the Bank's Services, checking its customers' satisfaction and streamlining the service, maintaining the Bank's business contacts, fulfillment of judicial orders and legal provisions and protection of the interests

of the Bank and its customers as specified below and/or in any other case where the Bank wishes to carry out the transfer:

- 4.1.1. Upon your request and/or with your explicit consent, including in accordance with your request to link features of the website or the app to websites or apps of third parties, and for purposes of receipt of information from the Bank and giving instructions to the Bank via the communication channels, which involve the transfer of information to cellular or internet service providers, which shall be used by the Bank and the customers for purposes of transferring or receiving the information;
- 4.1.2. Where required for examination of your application to open an account or to join a certain service, including to the managers of outside databases, through which checks are made opposite AML/CFT lists;
- 4.1.3. In activity vis-à-vis third parties and/or in the context of the Bank's engagement therewith, *inter alia* for purposes of managing your account and operating the Services, completing the actions requested by you in an ongoing manner, security and improving the service (including carrying out service surveys and correspondence with a banker), connection to such parties and signing up for a third party service, including through a cloud services provider;

In this context, the Bank expects to be required to provide information to suppliers which provide a platform for rendering a service or assist in its operation or in giving the customer access thereto, and to parties involved in the payment services, including other banks, credit card companies or issuers of other payment means, clearers, aggregators and payment service providers, or beneficiaries of payments.

Please note that it is possible that the aforesaid third parties also use other service providers to render the service;

- 4.1.4. In the framework of its operations vis-à-vis firms with which it has commercial relations, for the purpose of the declared and legally-permitted uses, in order to supply services, including risk management of subsidiaries such as Mercantile Hanpakot Ltd. and Marbit Insurance Agency (1996) Ltd.
- 4.1.5. For the purpose of sending marketing, advertising and other materials. Please note that third parties as aforesaid may have additional information about you that was received with your separate consent and irrespective of the Services provided by the Bank, and the Bank is unable to control actions performed by such third parties with your information based on your relationship with such third parties;
- 4.1.6. For the purpose of operating advertising services with third parties – interactive advertising firms. The Bank may transfer the information collected about you to these firms, which will use it in order to tailor to you and to others designated marketing and advertising offers on

the Bank's website and app and on other websites and apps on the internet, all in accordance with the privacy policy of such third parties;

- 4.1.7. In any case where you breach the terms of use, including the terms and conditions of the privacy policy and/or in cases where actions are performed which are contrary to the terms of use, including the privacy policy, by you and/or through anyone on your behalf, through and/or in connection with the Services, and including a breach of the provisions of any law;
- 4.1.8. To any person, corporation, body, authority and government, public, private or other entity pursuant to any provision of law which mandates or imposes on the Bank an obligation to do so, or for purposes of control and management of risks and any transfer of information that is required for the purposes of fulfillment of the Bank's AML/CFT obligations;
- 4.1.9. For purposes of investigating claims and conducting a statutory and/or legal dispute and/or proceeding between you and/or anyone on your behalf and the Bank and/or anyone on its behalf, including third parties who are business affiliates thereof or counterparties to an action you performed;
- 4.1.10. In any case where the Bank believes that provision of the information is necessary in order to prevent grave damage to the Bank and/or to the property and/or body of the Users and/or of third parties, or to prevent other grave damage, at its sole discretion;
- 4.1.11. In a case where the Bank transferred and/or assigned to a third party its activity and/or its rights and/or obligations to you, provided that such third parties shall assume the provisions specified in this privacy policy.
- 4.2. The Bank may deliver statistical information to third parties, including advertisers, subject to the terms and conditions of this privacy policy. Statistical information that is provided to third parties shall not identify you personally.
- 4.3. The aforesaid does not derogate from the Bank's right to transfer to third parties non-personal information which does not identify you by name and/or identity details directly.

## **5. Information security**

The Bank does everything in its power to protect the confidentiality of the data provided by you, while taking standard precautions and using advanced security technologies. The Bank dedicates resources and takes strict measures to prevent penetration of the platforms that provide the Services, and to prevent a potential violation of the Users' privacy, but cannot guarantee that there will be no disruption of its Services, all as specified in the [Bank's Information Security chapter](#) on the Bank's website.



**6. Contact on privacy issues**

According to the Protection of Privacy Law, 5741-1981, you or anyone on your behalf may inspect information about you that is in the Bank's databases, and also request that the Bank correct such information if it is incorrect, incomplete or inaccurate. You may exercise this right and contact the Bank with any question and/or clarification with respect to this policy via the Bank's website, the app, the Telebank or the branch.

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